

NON DISCLOSURE CUM NON COMPETE AGREEMENT

This Non Disclosure cum Non Compete Agreement ("Agreement") is made and executed at Bengaluru, on this _____ day of _____ by M/s- _____, a _____ incorporated / registered* under the provisions of _____ Act, having its Registered Office/ Principal place of business* at _____ represented by its authorised officer Shri _____ (hereinafter referred to as 'Vendor ', which expression shall unless repugnant to the context means and includes its successors, legal agents, authorised dealers/representatives and permitted assigns).

In favour of

M/s BEML Limited, a Government of India Undertaking having its Corporate Office at BEML SOUDHA, No. 23/1, 4th Main Road, S.R. Nagar, Bengaluru-560 027 and a Regional/District/ Office* at _____ (Hereinafter referred to as the 'BEML' which expression shall, unless repugnant to context means and includes its successors and permitted assigns).

Hereinafter, "Vendor " and the "BEML " shall individually be referred to as 'Party' and collectively as 'Parties'.

Whereas, BEML may place Purchase Order on the VENDOR for supply of _____ which products are exclusively manufactured to the designs and specifications of BEML. (Hereinafter the 'Products').

Whereas the Vendor is engaged in the _____ and desires to become the registered/approved Vendor of BEML for supply of _____ and submitted its application for the same to BEML.

Whereas BEML is considering the said Application and as a precondition insisted to submit a non-disclosure and non-compete Agreement. Accordingly, the Vendor agreed to the same.

In witnesseth, the Vendor hereby undertakes and agrees as under :

1. That any and all information received from BEML or comes to its knowledge, either tangible or intangible form, including but not limited to past, current and future customer information, proprietary, technical, financial, personnel, marketing, pricing, sales and/or commercial information, as well as technical data, specifications, models of specimens, ideas, concepts, designs, drawings and inventions, embedded hardware design, data and information, computer source and object code and computer programming techniques (hereinafter referred to as "Confidential Information"), shall be considered as confidential and shall not be disclosed/divulged to any third party without prior written consent of BEML.
2. That the Confidential information shall be used only for the purpose for which the same has been disclosed.
3. That the Vendor shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to protect the Confidential Information. Vendor may disclose the Confidential Information only to its employees, agents, directors, advisors or consultants specifically assigned, on a need-to know basis provided that it will inform and advise its employees, agents, directors, advisors and consultants about its confidentiality obligations under this Agreement, so

as to enable them to comply with all the provisions of this Agreement, however, the Vendor only will be responsible for its safety.

4. That all Confidential Information shall remain the property of BEML.
5. That the disclosing of Confidential Information by BEML to Vendor shall not imply of granting of any express or implied right of BEML's patents, copyrights, trademarks, trade secret information or any other intellectual property rights
6. That the Vendor shall return the confidential Information along with all its originals, copies, reproductions and summaries on BEML's request, or at BEML's option, destroy the confidential Information and certify the same.
7. That the Vendor shall segregate all such Confidential Information from the confidential information of its other customers or Vendors in order to prevent mixing.
8. That the products shall be the sole property of BEML.
9. That the Vendor shall not quote for or supply the Products to any other parties in India.
10. That any initiations, development of adaptations thereof to the product shall not be divulged to any third party except with the written consent of BEML.
11. That Vendor shall not directly or indirectly compete with BEML nor solicit work from the customers of 'BEML' or its affiliates for the Products.
12. That the Vendor acknowledges that monetary damages may not be the only and/or a sufficient remedy for breach of any terms and conditions of this agreement and agrees that BEML shall have the right to prevent such breach and claim from the Vendor, without actual proof of damage, an

amount of Rs.1.00 crore (Rupees one crore only) towards Liquidated damages.

13. That the obligations of the Vendor to protect the Confidential Information and not to compete under this Agreement shall survive irrespective of the removal of the Vendor from the approved list

14. That disputes if any, between the parties, arising out of or in connection with this Agreement shall be discussed and mutually settled. The unresolved disputes shall be referred to a sole Arbitrator, to be appointed by BEML. The arbitration proceedings shall be in accordance with Arbitration and Conciliation Act 1996 as may be amended from time to time. The courts at "Bangalore" alone shall have jurisdiction to try and adjudicate any matter in connection with this Agreement. The language of arbitration shall be English.

15. That this Agreement is irrevocable except with the consent of BEML.

IN WITNESS WHEREOF THE VENDOR HANDS HERETO IN THE PRESENCE

FOR VENDOR

FOR BEML

WITNESSES